



0000109755

ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

MARC SPITZER  
CHAIRMAN  
WILLIAM A. MUNDELL  
COMMISSIONER  
JEFF HATCH-MILLER  
COMMISSIONER  
MIKE GLEASON  
COMMISSIONER  
KRISTIN K. MAYES  
COMMISSIONER

Arizona Corporation Commission

DOCKETED

OCT 15 2003

2003 OCT 15 P 2:39

AZ CORP COMMISSION  
DOCUMENT CONTROL

DOCKETED BY 

IN THE MATTER OF U S WEST  
COMMUNICATIONS, INC.'S COMPLIANCE  
WITH SECTION 271 OF THE  
TELECOMMUNICATIONS ACT OF 1996.

Docket No. T-00000A-97-0238

IN THE MATTER OF QWEST  
CORPORATION'S COMPLIANCE WITH  
SECTION 252(e) OF THE  
TELECOMMUNICATIONS ACT OF 1996.

Docket No. RT-00000F-02-0271

ARIZONA CORPORATION COMMISSION,

Docket No. T-01051B-02-0871

Complainant.

v.

QWEST CORPORATION,

Respondent.

INITIAL CLOSING BRIEF OF THE RESIDENTIAL UTILITY  
CONSUMER OFFICE

The Residential Utility Consumer Office ("RUCO") respectfully submits its initial  
closing brief.

1 INTRODUCTION

2 The proposed Settlement Agreement ("Settlement") fails to achieve its desired  
3 objective - the deterrence of future improper conduct by Qwest. The Settlement is not in  
4 the public interest<sup>1</sup>.

5 The Settlement assumes that payment of money equates to deterrence. It doesn't.  
6 Time and time again, Qwest has paid large fines to state and federal regulatory authorities  
7 for violations of their rules and laws. The payment of large sums of money seems to be  
8 just a cost of doing business to Qwest. In this case, it is an insignificant cost based on  
9 Qwest's most recent reported revenues. Given the opportunity to make a large profit, it is  
10 unlikely that Qwest will be deterred by the terms of the Settlement. Moreover, the terms of  
11 the Settlement will become even less significant the worse Qwest's financial position  
12 becomes.

13 There is no guarantee that any remedy will deter future misconduct. The goal,  
14 however, should be to establish as much of a deterrent as possible. Staff's suggestion  
15 that the Commission should establish a "trust and verify" position is misplaced. Based on  
16 Qwest's promises, the Commission has already given Qwest favorable consideration on  
17 the biggest issues before it. Qwest has abused the Commission's trust on these issues by  
18 either misinterpreting the Commission's intent and/or through its improper conduct.  
19 Placing this Commission's trust in Qwest's hands is not only poor business judgment, it is  
20 wrought with peril for the consumers of Arizona. Rather, this Commission should make  
21 Qwest earn its trust. It should communicate to Qwest that inappropriate conduct in the

22

23

24

---

<sup>1</sup> RUCO's testimony only addresses the Settlement from the perspective of its resolution of the 252 docket and 271 sub-docket. RUCO was not a participant in the wholesale rate enforcement docket and therefore takes no position with regard to its resolution.

1 future will not be tolerated and there will be severe consequences. Similar to what this  
2 Commission does in Securities matters, the Commission should hold Qwest accountable  
3 for its conduct by making findings that Qwest acted illegally. Only then will the  
4 Commission ruin the business incentive for Qwest to engage in similar conduct in the  
5 future.

## 6 **THE TERMS OF THE SETTLEMENT**

7 The Settlement does not go far enough to hold Qwest accountable for its egregious  
8 conduct. The Settlement includes a Recital section where, among other things, Qwest  
9 acknowledges, without admitting any wrongdoing, that there are allegations that its  
10 behavior was designed to intentionally deceive and misrepresent certain facts before the  
11 Commission. J-1 at 2.<sup>2</sup> Qwest avows that it will not engage in deceptive and unlawful  
12 conduct before the Commission in the future. Id. According to Qwest, this language was  
13 included in the Settlement to address concerns raised by Staff and RUCO. Transcript, Vol.  
14 I at 106. For the reasons set forth in the remainder of this Brief, the language in the  
15 Settlement does not satisfactorily address RUCO's concern that Qwest be held  
16 accountable for its' improper and illegal conduct.

17 The Settlement also includes a section entitled "Terms and Conditions". Here,  
18 RUCO takes issue with the following:

- 19 a) Settlement - § 2, pp. 3-6 – the Settlement is silent as to whether  
20 Qwest will be able to earn a return on its voluntary contributions. It is  
21 RUCO's position that the Commission should include in its Order an explicit  
22

---

23 <sup>2</sup> For ease of reference, trial exhibits will be identified similar to their identification in the Transcript of  
24 Proceedings. The Transcript volume number and page number will identify references to the Transcript.

1 provision that Qwest will not be able to earn a return on its "voluntary  
2 contributions." The basis for RUCO's position is set forth in § I (A) below.

3  
4 b) Settlement - § 3, p. 6 - this section of the Settlement provides that  
5 Qwest will issue a one-time credit to eligible CLECs, equal to 10% of the total  
6 amount of services purchased under sections 251 (b) and (c) of the Act. The  
7 credit applies to those purchases made during the period of January 1, 2001  
8 through June 30, 2001. RUCO recommends that this term be changed to  
9 allow a one-time credit for purchases made during a three-year period and  
10 should be applied to all types of purchases (i.e. not limited to just §252  
11 services).<sup>3</sup>

12 c) Settlement - §2, pp. 3-6 - the Settlement provides that Qwest will  
13 make voluntary contributions towards infrastructure investment in unserved  
14 and underserved areas throughout Arizona. Because of Qwest's previous  
15 promises and the lack of any future timetable for Qwest to comply, RUCO  
16 recommends that the Commission require a commitment from Qwest of an  
17 acceptable timetable when broadband services will be available in the  
18 underserved areas.<sup>4</sup>

19  
20 <sup>3</sup> The basis for RUCO's recommendation is that the minimum time period for the Eschelon deal was 5  
21 years and the McLeod agreement had a minimum period of 3 ½ years, and both applied to all purchases.  
22 RUCO believes that the Settlement should provide for a discount period that approaches the minimum of  
23 what was agreed to in the secret agreements and applies to the same services that were purchased.  
24 RUCO-1 at 12.

<sup>4</sup> RUCO would also note that Qwest's contributions to implement infrastructure in underserved areas  
is nothing more than what Qwest has promised before and is responsible for doing. If Qwest is going to be  
able to use penalty money toward something it has already committed to do, the Commission should at  
minimum prescribe a timetable and hold Qwest to its word. RUCO-1 at 12-13.

1 **I. THE SETTLEMENT IS NOT IN THE PUBLIC INTEREST**

2 **A. THE PROPOSED PENALTY WILL NOT DETER QWEST FROM FUTURE**  
3 **MISCONDUCT**

4 For any resolution to be in the public interest, the Commission must remediate the  
5 harm Qwest caused to the integrity of its regulatory process as well as to competition<sup>5</sup>.  
6 Under some circumstances, a large fine may be the answer. However, for the following  
7 reasons, the proposed fine in this case will have a minimal impact and is unlikely to deter  
8 Qwest from engaging in similar behavior in the future. A finding of wrongdoing would be in  
9 the public interest. It would restore the integrity of the Commission's regulatory process  
10 and be a strong deterrent of future misconduct.

11 In the past, the payment of substantial penalties has not deterred Qwest from  
12 wrongdoing. Since 1996, Qwest has paid this Commission over \$4.5 million in penalties  
13 regarding the Quality of Service Tariff. RUCO-1 at 7. Qwest has also paid substantial  
14 penalties in other states. In Florida, Qwest paid \$3.25 million to settle slamming  
15 complaints, in California, Qwest paid \$20 million in penalties for slamming violations, and  
16 in Arizona, Qwest settled for over \$3 million to resolve similar type complaints. Id. It is  
17 reasonable for this Commission to conclude that Qwest considers fines a cost of doing  
18 business and is not deterred by having to pay them.

19 The amount of the penalty is also insufficient to deter Qwest from future  
20 misconduct. While an approximate \$22 million penalty is a substantial amount of money  
21 by most standards, it must be considered in the context for which it is offered. Qwest  
22

---

23 <sup>5</sup> RUCO's argument assumes wrongdoing as well as resulting harm (which is a reasonable  
24 presumption given the terms of the proposed Settlement). These issues have already been litigated and  
briefed and will not be repeated here.

1 reported 2001 gross revenues of \$19.695 billion<sup>6</sup>. RUCO-1, Exhibit-1. The Settlement  
2 maximum represents one-tenth of 1% of Qwest's total 2001 revenue. Id. at 8. Such a  
3 small percentage will do little to deter Qwest from future wrongdoing. It is more likely to  
4 provide Qwest with a business incentive to engage in misconduct where Qwest stands to  
5 benefit disproportionately to the amount of any potential fine. That decision becomes even  
6 easier when Qwest factors in the small probability of getting caught. Again, the financial  
7 penalty does not redress the conduct, it simply makes the penalty a cost to consider when  
8 doing business.

9 Finally, the proposed penalty is not representative of the actual amount Qwest will  
10 be penalized if it is allowed to earn a return on investments made from the voluntary  
11 contributions. Qwest argues that it should be afforded rate base treatment of the  
12 investments that it would have otherwise not made. Q-2 at 15. From Qwest's perspective,  
13 they are not the ones who will decide where the infrastructure should go so they should be  
14 able to recover dollar for dollar their investment. Transcript, Vol. I at 109-111. In other  
15 words, Qwest expects to get paid back any investment it makes in infrastructure pursuant  
16 to the voluntary contributions.

17 It is misleading to call the type of investment that Qwest is contemplating a  
18 "voluntary contribution". In reality, it is, from Qwest's perspective, an investment in which  
19 Qwest intends to earn a return<sup>7</sup>. From a public relations standpoint, Qwest will be able to  
20 appeal to the public by promoting the investment in infrastructure that they would not have  
21 otherwise made. Either way, Qwest, once again, places itself in a position where it is able

---

22  
23 <sup>6</sup> At the time of the Hearing, Qwest had not restated its annual 2002 gross revenues.

24 <sup>7</sup> This is another example of why this Commission needs to be very careful to make sure that there is  
a clear understanding of each and every aspect of this agreement prior to approval.

1 to defeat the spirit of the Commission's objective to remediate Qwest's conduct and deter  
2 future misconduct. The Commission should make it clear from the outset that Qwest will  
3 not be able to earn a return through regulated rates on any investment that is a part of this  
4 Settlement.

5 **B. THE COMMISSION SHOULD NOT ADOPT STAFF'S RECOMMENDED**  
6 **'TRUST BUT VERIFY' POLICY WITH QWEST**

7 Staff has adopted a "trust, but verify" policy towards Qwest and this Settlement  
8 Agreement. Transcript, Vol. II at 329. Staff believes that a healthy, properly functioning  
9 regulatory regime requires trust and that, at this point, Staff will begin with the premise that  
10 it can trust Qwest. Id at 329, 362. Staff intends to continue with that premise "... until we  
11 see behavior that would indicate that a different approach or different scenario is in effect."  
12 Id. at 362. RUCO respects Staff's attitude, however, in this case, it is severely misplaced.  
13 Trust is something that needs to be earned, and Qwest has not earned it. It is Qwest's  
14 recent abuse of this Commission's trust that is at the heart of the 252 and 271  
15 proceedings. However, Qwest has demonstrated a pattern of abusing the Commission's  
16 trust that goes back further than the conduct that is the subject of the 252 docket and 271  
17 subdocket.

18 In Decision No. 62672, (Qwest's merger with US West - June 30, 2000), the  
19 Commission ordered Qwest, because of the compelling need to upgrade Arizona's rural  
20 telephone services, to invest roughly \$48.24 million annually to upgrade or extend services  
21 in rural exchanges in "central offices of 50,000 or less access lines." During the  
22 Commission's deliberations at the Open Meeting which resulted in the final Order, it was  
23 clear that the Commission's intent was to require Qwest to invest in rural service areas.  
24 Qwest never informed the Commission prior to its Decision that exchange areas of 50,000

1 access lines included larger metropolitan areas — which was clearly not what the  
2 Commission intended in its Decision. RUCO-1 at 5-6. Qwest's conduct made it clear at  
3 that time that the Commission needs to watch its back when dealing with Qwest. Now  
4 Staff is suggesting that the Commission should trust Qwest, but still watch its back through  
5 verification. Staff's new policy is inconsistent with its goal of a healthy, properly functioning  
6 regulatory regime. It should not be the job of the Commission to verify the representations  
7 made by Qwest. As with all the companies it regulates, the Commission should be able to  
8 rely on the veracity of those representations. The check to assure that companies act  
9 honestly are swift and stiff penalties, not a verification procedure.

10 The merger itself was predicated on highly inaccurate future business scenarios  
11 purported by Qwest, which resulted in undeservedly favorable treatment by the  
12 Commission. In that docket, (T-01051B-99-0497), Qwest persuaded the Commission to  
13 approve the merger, because, according to Qwest, the merger would result in  
14 approximately \$18.5 billion of pro-forma year-2000 revenue; during the period from 2000  
15 through 2005 the merger would enable Qwest to achieve gross revenue synergies of more  
16 than \$12 billion and net financial and operational synergies of approximately \$10.5 to \$11  
17 billion; the merger would result in the acceleration of the deployment of broadband  
18 communications; the merger would allow for the redeployment of approximately \$7.5  
19 billion toward new investment in Internet applications and out-of-region broadband  
20 access and Internet services; and the merger would actually increase Qwest's incentives  
21 to meet consumer demands. *Id.* at 6.

22 In fact, what has actually happened to Qwest since the merger has been the subject  
23 of newspaper headlines throughout Qwest's fourteen-state region. Since the merger,  
24 Qwest's credit rating has been cut to junk, it's stock price has hit all-time lows, it has been



1 the subject of numerous federal investigations including the SEC's investigation into  
2 Qwest's accounting, the US Attorney's investigation of criminal wrongdoing, a  
3 congressional investigation in conjunction with Global Crossing, and a US General Service  
4 Administration announcement that it would review all governmental contracts that it had  
5 with Qwest. Qwest has experienced substantial quarterly revenue losses and announced  
6 that it made \$1.5 billion in accounting errors in 2002, creating the scenario that a  
7 bankruptcy filing was impending. It was only a short time after the merger that it was clear  
8 the merger would not result in the benefits that Qwest claimed. *Id.* at 6-7.

9 Perhaps the most egregious abuse of this Commission's trust occurred as the result  
10 of Qwest's conduct in the 252 docket and 271 subdockets. Here, Qwest acted with  
11 complete disregard for the law and with this Commission's regulatory process. It was only  
12 after Qwest was actually caught in Minnesota and an investigation commenced that it  
13 terminated the core agreements which are the subject of the 252 docket and 271  
14 subdockets. Ironically, Qwest and Staff are now before this Commission requesting that  
15 this Commission make no findings with regard to Qwest's past misconduct, and asking this  
16 Commission to place its trust in Qwest that it will act appropriately in the future. Clearly,  
17 approval of such a request would send the message that utilities can violate the law and  
18 still maintain the Commission's trust by paying a penalty; in other words, the Commission's  
19 trust does not have to be earned, it can be bought. The Commission should avoid  
20 establishing such a precedent.

21 **C. FINDINGS OF WRONGDOING ARE NECESSARY TO RESTORE THE**  
22 **INTEGRITY OF THE COMMISSION'S PROCESS**

23 When considering the Settlement, it is important to remember exactly how  
24 egregious the conduct under consideration was and the effect that it had on the integrity of

1 this Commission's process. Qwest's conduct went to the core of this Commission's  
2 integrity. It offended not only the administrative process but also the fundamentals upon  
3 which the American judicial system are based<sup>8</sup>. In short, the most serious harm was not  
4 to the consumer or the CLECs but to this Commission and the public's perception of it.

5 The record establishes that Qwest entered into, and failed to file, agreements with  
6 two of its largest wholesale customers, McLeod and Eschelon, not to participate in the  
7 Commission's process to review Qwest's compliance with §271 of the Federal  
8 Telecommunications Act. *Id.* at 4. It is clear from the record that McLeod and Eschelon  
9 were experiencing significant service-related problems with Qwest. Because of the  
10 secret agreements, the Commission was unaware of the service-related issues during the  
11 course of its 271 process. In the case of Eschelon, relations turned so bad that at one  
12 point, Qwest attempted to solicit compliance with the non-participation agreement by  
13 requesting that Eschelon destroy certain records and file supporting testimony and testify  
14 when requested by Qwest and in a manner suitable to Qwest. Throughout this time,  
15 Qwest was assuring this Commission in the 271 case that it was in compliance with the  
16 various checklist items required by the Act, including requirements to provide CLECs  
17 access to its network. *Id.*

18 In addition, it is clear from the record that Qwest deliberately and intentionally failed  
19 to file interconnection agreements that, by law, this Commission is required to approve.  
20 Those agreements decided such things as rates and services between Qwest and the  
21 CLEC. In effect, Qwest, through its actions, assumed the role and carried out the function  
22  
23

24 <sup>8</sup> Destroying documents and coercing testimony offends all notions of fairness and are contrary to the principles upon which the American Justice System and the Commission's Administrative system are based.

1 of the Commissioners. Id. at 5.

2 The Settlement does not provide a solution that restores the integrity of the  
3 Commission's process. It suggests that a relatively insignificant payment<sup>9</sup> and some  
4 procedural safeguards are sufficient to address the concern. It also leaves the public with  
5 the impression that the Commission is more interested in the money than defending its  
6 process and deterring future conduct. The Settlement, in reality, is likely to further alienate  
7 the public's perception of the Commission's process and tarnish future regulatory  
8 processes by encouraging tolerance of Qwest-like conduct.

9 Furthermore, without findings of wrongdoing and an Order proscribing such  
10 conduct, it will be difficult for the Commission to enforce other unlawful conduct. RUCO  
11 has a strong concern with the Settlement regarding the Commission's contempt powers in  
12 future instances of misconduct. An Order adopting the Settlement would only allow the  
13 Commission to invoke its contempt powers for failing to comply with the Settlement's  
14 explicit requirements. An Order proscribing a broad category of misconduct would allow  
15 the Commission to invoke its contempt powers for any act or actions that falls within the  
16 scope of the category of misconduct<sup>10</sup>.

17 In approving the Settlement, the Commission should make a finding that Qwest  
18 acted illegally. Further, the Commission should make a finding that Qwest interfered with  
19 and obstructed its process. These two findings should then be the basis for the  
20 Commission to order Qwest to cease such conduct. An order to cease and desist such

---

22 <sup>9</sup> Comparing the Settlement amount to 2001 gross revenues as stated above.

23 <sup>10</sup> What RUCO is suggesting is similar to what the Commission does all the time in Securities matters.  
24 The Commission makes findings, and orders the wrongdoer to cease and desist from the illegal conduct  
even if the wrongdoer does not admit or deny the findings. See for example Decision No. 66320 in Docket  
No. S-03535A-03-0000.

1 conduct will allow the Commission to invoke its contempt powers if Qwest engages in  
2 similar conduct in the future. Moreover, actual findings of misconduct by this Commission  
3 will serve as an acknowledgement by this Commission that Qwest engaged in wrongdoing  
4 and allow for its consideration in future proceedings involving Qwest. Qwest will never be  
5 able to appear before this Commission and argue that this Commission cannot consider  
6 this instance because there was never a finding of wrongdoing. Finally, such  
7 findings/orders will send the message to Qwest, as well as other regulated utilities, that  
8 utilities that engage in future wrongdoing in Arizona will not be able simply to buy their way  
9 out of it.

10 **D. THE SETTLEMENT DOES NOT CONSIDER ESCHELON AND McLEOD'S**  
11 **MISCONDUCT**

12 Qwest was not the only participant guilty of wrongdoing. Eschelon and McLeod<sup>11</sup>  
13 were also involved in the scheme to defraud this Commission. Should the Commission  
14 consider holding Eschelon and McLeod accountable, a finding against Qwest is necessary  
15 since the scheme involved Qwest. Not finding Qwest responsible for wrongdoing and  
16 clearing Eschelon and McLeod of any wrongdoing will compound the consequences of  
17 their acts — it will send the message to CLECs contemplating illegal behavior that at least  
18 under some circumstance they will not have to fear any consequences from this  
19 Commission. *Id.* at 10. It will also further erode the public's confidence in the integrity of  
20 the Commission and its process.

21 Staff has decided not to address this issue at this time. Staff believes that McLeod  
22 and Eschelon obtained benefits without the Commission's approval but believes the matter

---

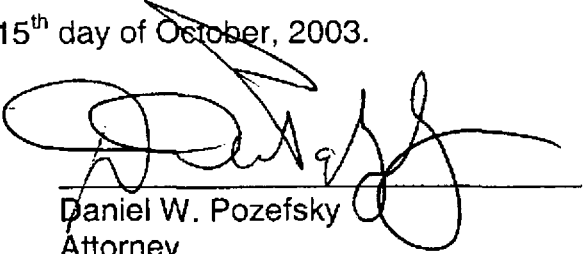
23 <sup>11</sup> RUCO's conclusion that both McLeod and Eschelon are parties in the 252 docket is based on its  
24 legal analysis set forth on pages 13-16 of its Post-Hearing Reply Brief filed on May 15, 2003 in Docket No.  
RT-00000F-02-0271 (252 docket). RUCO incorporates its analysis here.

1 would best be addressed in another proceeding. Staff has not decided whether to initiate  
2 another proceeding. Transcript, Vol. II at 386-387. The flaw in Staff's argument is that  
3 approval of the Settlement without making findings of Qwest's wrongdoing would preclude  
4 any legal basis for the Commission to proceed against Eschelon and McLeod, in effect,  
5 resulting in the Commission's tacit approval of their conduct. The Commission should not  
6 preclude itself from recourse against Eschelon and McLeod.

7 **CONCLUSION**

8 The approval of the Settlement would not be in the public interest. The Commission  
9 should make findings that Qwest's conduct was discriminatory and illegal. The  
10 Commission should also make findings that Eschelon and McLeod engaged in a scheme  
11 with Qwest to defraud this Commission, the public and other CLECs. Finally, Qwest  
12 should not be able to earn a return on its "voluntary contributions".

13  
14 RESPECTFULLY SUBMITTED this 15<sup>th</sup> day of October, 2003.

15  
16   
17 Daniel W. Pozefsky  
18 Attorney  
19  
20  
21  
22  
23  
24

1 AN ORIGINAL AND SEVENTEEN COPIES  
2 of the foregoing filed this 15<sup>th</sup> day  
3 of October, 2003 with:

4 Docket Control  
5 Arizona Corporation Commission  
6 1200 West Washington  
7 Phoenix, Arizona 85007

8 COPIES of the foregoing hand delivered/  
9 mailed this 15<sup>th</sup> day of October, 2003 to:

10 Jane L. Rodda  
11 Administrative Law Judge  
12 Hearing Division  
13 Arizona Corporation Commission  
14 400 West Congress Street, Room 222  
15 Tucson, Arizona 85701

Jeffrey W. Crockett  
Snell & Wilmer  
One Arizona Center  
Phoenix, Arizona 85004-0001

16 Christopher Kempley  
17 Legal Division  
18 Arizona Corporation Commission  
19 1200 West Washington  
20 Phoenix, Arizona 85007

Darren S. Weingard  
Stephen H. Kukta  
Sprint Communications Company L.P.  
1850 Gateway Drive, 7<sup>th</sup> Floor  
San Mateo, California 94404-2467

21 Ernest Johnson, Director  
22 Utilities Division  
23 Arizona Corporation Commission  
24 1200 West Washington  
Phoenix, Arizona 85007

Andrew O. Isar  
TRI  
4312 92<sup>nd</sup> Avenue, N.W.  
Gig Harbor, Washington 98335

1 Timothy Berg  
2 Theresa Dwyer  
3 Fennemore Craig, P.C.  
4 3003 North Central Avenue, Suite 2600  
5 Phoenix, Arizona 85012

Richard M. Rindler  
Morton J. Posner  
Swidler, Berlin, Shereff, Friedman, LLP  
3000 K Street, NW, Suite 300  
Washington, DC 20007-5116

6 Maureen Arnold  
7 Qwest Corporation  
8 3033 North 3<sup>rd</sup> Street, Room 1010  
9 Phoenix, Arizona 85012

Raymond S. Heyman  
Roshka Heyman & DeWulf, PLC  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004

10 Michael M. Grant  
11 Todd C. Wiley  
12 Gallagher & Kennedy, P.A.  
13 2575 East Camelback Road  
14 Phoenix, Arizona 85016-9225

Thomas F. Dixon  
WorldCom, Inc.  
707 17<sup>th</sup> Street, Suite 3900  
Denver, Colorado 80202

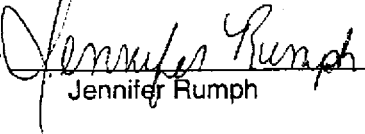
15 Mark Dioguardi  
16 Tiffany and Bosco, P.A.  
17 500 Dial Tower  
18 1850 North Central Avenue  
19 Phoenix, Arizona 85004

Richard S. Wolters  
AT&T and TCG  
1875 Lawrence Street, Suite 1500  
Denver, Colorado 80202

1	Joyce Hundley U.S. Department of Justice Antitrust Division 1401 H Street, NW, Suite 8000 Washington, DC 20530	Thomas H. Campbell Lewis & Roca 40 North Central Avenue Suite 1900 Phoenix, Arizona 85004
3	Joan Burke Osborn Maledon 2929 North Central Avenue, 21 <sup>st</sup> Floor P.O. Box 36379 Phoenix, Arizona 85067-6379	Harry Pliskin Senior Counsel Covad Communications Company 7901 Lowry Boulevard Denver, Colorado 80230
6	Daniel Waggoner Mary E. Steele Davis Wright Tremaine 2600 Century Square 1501 4 <sup>th</sup> Avenue Seattle, Washington 98101-1688	Jacqueline Manogian Mountain Telecommunications, Inc. 1430 West Broadway Road, Suite A200 Tempe, Arizona 85282
9	Douglas Hsiao Jim Scheltema Blumenfeld & Cohen 1625 Massachusetts Avenue, N.W. Suite 300 Washington, DC 20036	Martin A. Aronson Morrill & Aronson PLC One East Camelback Road Suite 340 Phoenix, Arizona 85012
12	Diane Bacon, Legislative Director Communications Workers of America 5818 North 7 <sup>th</sup> Street, Suite 206 Phoenix, Arizona 85014-5811	Qwest Corporation 1801 California Street Suite 5100 Denver, Colorado 80202
14	Mark N. Rogers Excell Agent Services, L.L.C. P.O. Box 52092 Phoenix, Arizona 85072-2092	Mark DiNunzio Cox Arizona Telecom, LLC 20401 North 29 <sup>th</sup> Avenue Suite 100 Phoenix, Arizona 85027
16	Traci Grundon Davis Wright Tremaine, LLP 1300 S.W. 5 <sup>th</sup> Avenue, Suite 2300 Portland, Oregon 97201	Jon Loehman Managing Director – Regulatory SBC Telecom Inc. 300 Convent Street Suite 1900 San Antonio, Texas 78205
18	Brian Thomas Time Warner Telecom, Inc. 223 Taylor Avenue North Seattle, Washington 98109	Andrea Harris Senior Manager – Regulatory Allegiance Telecom, Inc. P.O. Box 2610 Dublin, California 94568
20	Jon Poston Arizonans for Competition in Telephone Service 6733 East Dale Lane Cave Creek, Arizona 85331-6561	Karen Clauson Eschelon Telecom, Inc. 730 North 2 <sup>nd</sup> Avenue South Suite 1200 Minneapolis, Minneapolis 55402
23	Gregory Hoffman AT&T 795 Folsom Street, Room 2159 San Francisco, California 94107-1243	

1 Cynthia Mitchell  
1470 Walnut Street  
2 Suite 200  
Boulder, Colorado 80302  
3 Peter S. Spivack  
Martha Russo  
4 Douglas R.M. Nizarian  
Hogan & Hartson, LLP  
5 555 13<sup>th</sup> Street, N.W.  
Washington, DC 20004  
6 Mitchell F. Brecher  
Greenberg Traurig, LLP  
7 800 Connecticut Avenue, N.W.  
Washington, DC 20006  
8 Marti Allbright  
MPower Communications  
9 5711 South Benton Circle  
Littleton, Colorado 80123

10 By

  
Jennifer Rumph

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24